

EXHIBIT 2

Declaration of
Trey A. Rothell

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

AMA MULTIMEDIA, LLC, a Nevada
limited liability company,

Plaintiff,

v.

BORJAN SOLUTIONS, S.L. d/b/a
SERVIPORNO, a Spanish company;
and BORJAN MERA URRESTARAZU,
an individual,

Defendants.

Case No.: 2:15-cv-01673-JCM-GWF

**DECLARATION OF
TREY A. ROTHELL**

I, TREY A. ROTHELL, declare:

1. I am over 18 years of age and have never been convicted of a crime involving fraud or dishonesty. I am employed as a paralegal for Randazza Legal Group, PLLC. I have first hand knowledge of the facts set forth herein and could and would testify competently thereto if called upon as a witness.
2. On February 8, 2016 at approximately 12:47 PM, at the offices of Randazza Legal Group, PLLC, 4035 South El Capitan Way, Las Vegas, NV 89147, I navigated to the Uniform Resource Located ("URL") <Serviporno.com> using Google Chrome web browser on a MacBook Air laptop. Upon navigating the URL, I observed a webpage comprised of links to videos, accompanied by thumbnail images of the videos, and Spanish-language descriptions of the videos. Using the screenshot feature of the MacBook Air laptop, I recorded a true-and correct copy of the web page as I observed it. Attached hereto as

Exhibit A is a true and correct copy of the screenshot, except that I redacted explicit content from the web page. I retained an unaltered copy of the screenshot, which I can make available to the Court at request.

3. On the webpage at the URL <Serviporno.com>, I observed a drop-down menu at the top right of the page that displayed the text "ES" next to the Spanish flag. Upon clicking on the Spanish flag, a number of other language options appeared. I selected the first option below the Spanish flag, which was an American flag.
4. Upon selecting the American flag, my web browser automatically redirected to the URL <bubbaporn.com>. Using the screenshot feature of the MacBook Air, I documented a true-and correct copy of the web page as I observed it. Attached hereto as **Exhibit B** is a true and correct copy of the screenshot, except that I have redacted explicit content from the web page. I have retained an unaltered copy of the screenshot, which I can make available to the Court at request.
5. The website that I was re-directed to, <bubbaporn.com>, appeared identical to <Serviporno.com>, except that the language was English and that the logo said "BUBBAPORN," although the style and appearance of the logo was identical to the "SERVIPORNO" logo.
6. I navigated the web browser back to <Serviporno.com> and observed the links at the bottom of the page. I observed among the links present were links titled "Política de Privacidad," "Términos y Condiciones," "DMCA – Copyright," "2257 STATEMENT," and "Parental Control." Using the screenshot feature of the MacBook Air, I documented a true-and correct copy of the web page as I observed it. Attached hereto as **Exhibit C** is a true and correct copy of the

screenshot, except that I redacted explicit content from the web page. I have retained an unaltered copy of the screenshot, which I can make available to the Court at request.

7. While observing the web page located at <Serviporno.com>, I noticed that the advertisements present were in English. See **Exhibit C**.

8. Choosing the links "Política de Privacidad" and "Términos y Condiciones" both directed me to the URL <http://www.serviporno.com/terms/>. The text of the "Terms of Use" at this web page appeared in English. None of the terms that I observed on this web page referred to any Country's data protection laws except that of the United States. I used the print-to-PDF feature of the web browser to record a PDF of the web page as I observed it. A true and correct copy of this web page as I observed it is attached hereto as **Exhibit D**.

9. Choosing the link "DMCA – Copyright" directed my web browser to the URL <http://www.serviporno.com/dmca/>. The title of the web page that I observed at that URL was "DMCA Notice & Takedown Policy and Procedures." The text of the web page appeared in English. Additionally, I observed that the web page referred to a "Designated Copyright Agent," and directed users to "send [their] Notice of Claimed Infringement" to an address in Fort Lauderdale, Florida. I used the print-to-PDF feature of the web browser to record a PDF of the web page as I observed it. A true and correct copy of this web page as I observed it is attached hereto as **Exhibit E**.

10. Choosing the link "2257 STATEMENT" directed my web browser to the URL <http://www.serviporno.com/2257-statement/>. The title of the web page that I observed at that URL was "18 U.S.C. 2257 Record

1 Keeping Requirements Compliance Statement." The text of the web
2 page appeared in English. I used the print-to-PDF feature of the web
3 browser to record a PDF of the web page as I observed it. A true and
4 correct copy of this web page as I observed it is attached hereto as
5 **Exhibit F.**

- 6 11. Choosing the link "Parental Control" directed my web browser to the
7 URL <<http://www.parentalcontrolbar.org/>>, which appeared as a
8 website offering a "Parental Control Bar." The web page appeared in
9 English. No languages other than English were available to view the
10 web page through. I used the print-to-PDF feature of the web browser
11 to record a PDF of the web page as I observed it. A true and correct
12 copy of this web page as I observed it is attached hereto as **Exhibit G.**

13
14 I declare under penalty of perjury under the laws of the State of Nevada
15 that the foregoing is true and correct.

16
17 Dated February 8, 2016.

18 
19 _____
20 Trey A. Rothell

EXHIBIT A

Serviporno Homepage

Chrome File Edit View History Bookmarks People Window Help 92% Mon Feb 8 12:47 PM

VIDEOS PORNO XXX GRAT www.serviporno.com

SERVIPORNO BUSCAR PORNO XXX GRATIS PARA TODOS ES

MEJORES VÍDEOS CATEGORÍAS PORNSTARS CANALES LIVE SEX MEET & FUCK

Este año el espectáculo (porno) del descanso de la SUPER BOWL corre a cargo [CumLouder.com](#) - GRATIS

Popular: Porno Español - Colegiales - Jovencitas - Lesbianas - Amateur - Porno Colombiano - Culonas - Latinas - Pollas grandes - Porno Mexicano - Tetas grandes - Gorditas - Orgías - Transexuales - Hentai - MILF - Tríos - Gays - Famosas - Porno Argentino - Asiáticas - Anal - [Ver Todas](#)

Últimos vídeos porno agregados:

<p>Chica oscura tonteando con su dildo pollón negro 10:17 minutos 84.97%</p>	<p>Morena culona modelo para HardX 27:57 minutos 82.84%</p>	<p>Latina guarrilla follada en cámara 15:07 minutos 82.21%</p>	<p>Recopilación de chicas de pueblo de Felix 28:26 minutos 84.95%</p>	<p>Rubia bajita expandida por pollas negras 57:01 minutos 86.07%</p>
<p>Belleza amateur goza con lamida de culo 02:00 minutos 84.42%</p>	<p>Una sauna demasiado caliente 25:25 minutos 82.41%</p>	<p>Acrobacias anales 52:24 minutos 86.10%</p>	<p>Chavala cachonda adicta a la corrida 07:15 minutos 80.89%</p>	<p>Blanco, amarillo y negro 28:20 minutos 83.28%</p>
<p>Esperando junto al glory hole 18:16 minutos 82.27%</p>	<p>Enorme polla negra 12:50 minutos 83.87%</p>	<p>Colegiala muy picara 34:40 minutos 87.03%</p>	<p>Celebridad en polvo con gran estilo 02:59 minutos 83.70%</p>	<p>Swingers franceses en acción 12:17 minutos 82.32%</p>

EXHIBIT B

BubbaPorn Homepage

Chrome File Edit View History Bookmarks People Window Help

FREE PORN VIDEOS - BUBBAPORN

www.bubbaporn.com

FREE PORN EN

TOP VIDEOS CATEGORIES PORNSTARS CHANNELS LIVE SEX MEET & FUCK

SUPER BOWL Halftime Sexual Show – FULL video for FREE [here](#)

Popular: Asian – Amateur – Schoolgirls – HD – Hentai – Teen – Celebrity – MILF – Big ass – Cumshots – Orgies – European girls – Massages – Voyeur – Big dicks – Anal – BdsM – Shemales – Big tits – Costumes – Fetishism – Arab girls – Miscellany – Double penetration – Lesbians – [Show All](#)

Most recent porn videos:

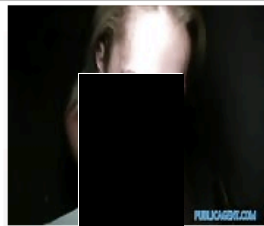
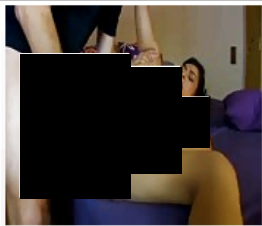
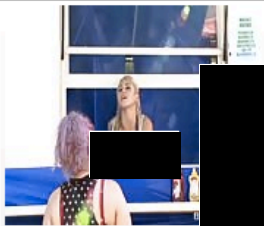
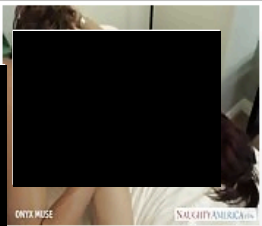
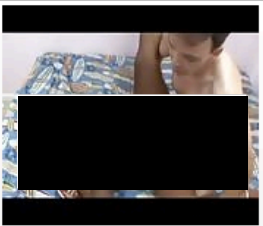
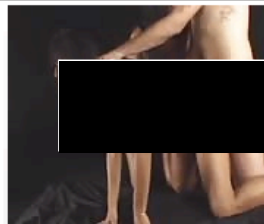
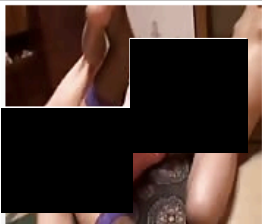
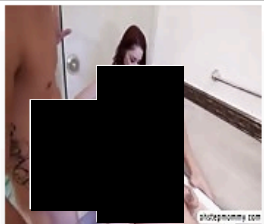
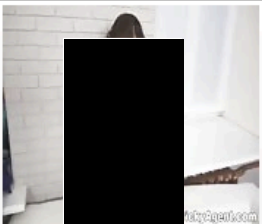



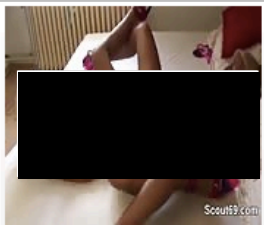
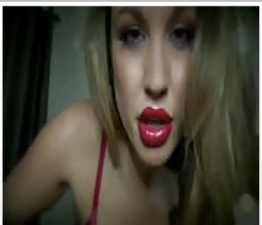

 <p>For money in the street</p> <p>13:10 minutes 83.30%</p>	 <p>Outrageous teen anal action</p> <p>23:07 minutes 84.02%</p>	 <p>Fuck truck downtown</p> <p>08:00 minutes 85.00%</p>	 <p>Students passionately fuck</p> <p>08:56 minutes 82.00%</p>	 <p>Beautiful black momma gets fucked by tiny white guy</p> <p>30:00 minutes 85.15%</p>
 <p>Innocent Indian to anal freak</p> <p>21:11 minutes 83.00%</p>	 <p>Fantastic anal fingering and fucking</p> <p>35:36 minutes 81.00%</p>	 <p>Karlee Grey threesome</p> <p>06:10 minutes 83.87%</p>	 <p>Fake agent tricks young actor to get naked on cam</p> <p>13:01 minutes 83.00%</p>	 <p>Athletic exhibitionist fucks herself with a banana</p> <p>12:02 minutes 82.75%</p>
 <p>Meaty latina pussy</p> <p>55:35 minutes 82.58%</p>	 <p>Presidential pounding</p> <p>23:16 minutes 84.41%</p>	 <p>German lesbians double up on dildo</p> <p>14:35 minutes 84.65%</p>	 <p>Blonde with plump, red lips wishes to be your goddess</p> <p>26:19 minutes 81.69%</p>	 <p>Lady lives out her fantasy with two male porn stars</p> <p>16:28 minutes 83.43%</p>

EXHIBIT C

Serviporno Homepage
(bottom of page)

Chrome File Edit View History Bookmarks People Window Help 88% Mon Feb 8 12:55 PM

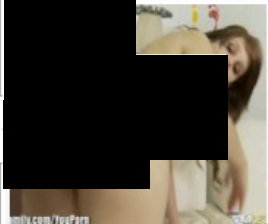
VIDEOS PORNO XXX GRAT x

www.serviporno.com

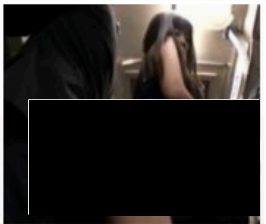
50:56 minutos 87.44% 07:52 minutos 81.63% 30:20 minutos 82.39% 19:59 minutos 86.36% 13:49 minutos 83.73%

1 2 3 4 5 6 7 8 9 10 11 ... 628 Siguiente »

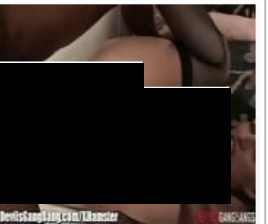
PORNFUROR



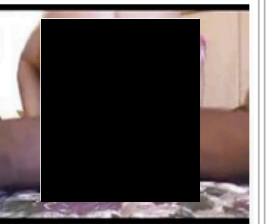
18



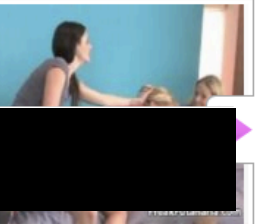
Public



Big Black Cock (BBC)




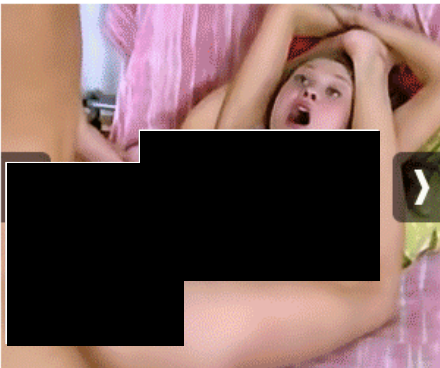
Creampie




Shemale

PUBLICIDAD







Información:

- Política de Privacidad
- Términos y Condiciones
- DMCA - Copyright
- 2257 STATEMENT
- Parental Control
- Mapa web

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- Webmasters
- Advertisers

Cuenta:

- Login
- Registro

SERVIPORNO 

RTA®

EXHIBIT D

Serviporno Terms

BUSCAR

PORNO XXX GRATIS PARA TODOS

ES

[MEJORES VÍDEOS](#) | [CATEGORÍAS](#) | [PORNSTARS](#) | [CANALES](#) | [LIVE SEX](#) | [MEET & FUCK](#)

 Este año el espectáculo (porno) del descanso de la SUPER BOWL corre a cargo [CumLouder.com](#) – GRATIS

Terms of Use

1. ACCEPTANCE

By using and/or visiting the Serviporno website (collectively, including but not limited to all Content, Uploads and User Submissions available through serviporno.com, "Serviporno", the website) you agree to the terms and conditions contained herein and the terms and conditions of Serviporno's privacy policy incorporated herein, and all future amendments and modifications (collectively referred to as the "Agreement"). By entering, you agree to be bound by these terms and conditions. If you do not agree to be bound the terms and conditions contained herein, then do not use serviporno.com.

The terms and conditions of this Agreement are subject to change by Serviporno at any time in its sole discretion and you agree be bound by all modifications, changes and/or revisions. If you do not accept to be bound by any and all modifications, changes and/or revisions of this agreement, you may not use serviporno.com.

The terms and conditions contained herein apply to all users of Serviporno whether a 'visitor' or a 'member' and you are only authorized to use serviporno.com if you agree to abide by all applicable laws and be legally bound by the terms and conditions of this Agreement.

2. DESCRIPTION

The Serviporno website allows for uploading, sharing and general viewing various types of content allowing registered and unregistered users to share and view visual depictions of adult content, including sexually explicit images. In addition, Serviporno contains video content, information and other materials posted/uploaded by users. Serviporno allows its users to view the Content and Website subject to the terms and conditions of this Agreement.

The Serviporno website may also contain certain links to third party websites which are in no way owned or controlled by Serviporno. Serviporno assumes no responsibility for the content, privacy policies, practices of any and all third party websites. Serviporno cannot censor or edit the content of third party sites. You acknowledge that Serviporno will not be liable for any and all liability arising for your use of any third-party website.

serviporno.com is for your personal use and shall not be used for any commercial endeavor except those specifically endorsed or approved by serviporno.com. Any illegal and/or unauthorized use of Serviporno is prohibited including but not limited to collecting usernames and e-mail addresses for sending unsolicited emails or unauthorized framing or linking to the Serviporno website is prohibited.

3. ACCESS

In order to use this website, you affirm that you are at least eighteen (18) year of age and/or over the age of majority in the jurisdiction you reside and from which you access the website where the age of majority is greater than eighteen (18) years of age. If you are under the age of 18 and/or under the age of majority in the jurisdiction you reside and from which you access the website, then you are not permitted to use the website.

4. CONDUCT

You acknowledge and agree that you shall be responsible for your own user submissions and the consequences of posting, uploading, publishing transmitting or other making them available on Serviporno. You agree that you shall not (nor others using your account) post, upload, publish, transmit or make available in any way on Serviporno content which is illegal, unlawful, harassing, harmful, threatening, tortuous, abusive, defamatory, obscene, libelous, invasive of one's privacy including but not limited to personal information, hateful, racial. You also agree that you shall not post, upload, publish, transmit or make available in any way on Serviporno software containing viruses or any other computer code, files, or programs designed to destroy, interrupt, limit the functionality of, or monitor, or persistently reside in or on any computer software or hardware or telecommunications equipment. You agree that you shall not (nor others using your account) post, upload, publish, transmit or make available in any way on Serviporno content which is intentionally or unintentionally violating any applicable local, state, national, or international law, or any regulations or laws having the force of law where you reside and elsewhere, including but not limited to any laws or regulations relating to securities, privacy, and export control; engage in, promote, You agree that you shall not (nor others using your account) post, upload, publish, transmit or make available in any way on Serviporno content depicting illegal activities, promote or depict physical harm or injury against any group or individual, or promote or depict any act of cruelty to animals; You agree not to use Serviporno in any way that exposes Serviporno to criminal or civil liability.

You agree that Serviporno shall have the right to determine in its sole and unfettered discretion, what action shall be taken in the event of any discovered or reported violation of the terms and conditions contained herein.

5. INTELLECTUAL PROPERTY

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security related features of the Serviporno or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Serviporno Website or the Content therein.

6. USER SUBMISSIONS

Serviporno permits the submission of video and other communications and the hosting, sharing and publishing of such user submissions. You understand that whether or not such User Submissions are published and/or uploaded, Serviporno does not guarantee any confidentiality with respect to any submissions.

Serviporno allows/permits you to link to materials on the Website for personal, non-commercial purposes only. More over, Serviporno provides an "Embeddable Player" feature, which you may incorporate into your own personal, non-commercial websites for use in accessing the materials on the Website, provided that you include a prominent link back to the Serviporno website on the pages containing the Embeddable Player. Serviporno reserves the right to discontinue any aspect of the Serviporno website at any time. In addition, you may not modify, build upon or block any portion of the Embeddable Player in any way.

You shall be solely responsible for any and all of your own User Submissions and the consequences of posting, uploading and publishing them. Furthermore, with User Submissions, you affirm, represent and/or warrant that:

- a. you own or retain the necessary licenses, rights, consents, and permissions to use and authorize Serviporno to use all trademarks, copyrights, trade secrets, patents, or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and
- b. you will not post, or allow anyone else to post, any material that depicts any person under the age of 18 years and you have inspected and are maintaining written documentation sufficient to confirm that all subjects of your submissions are, in fact, over the age of 18 years.
- c. You have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. For clarity, you retain all of your ownership rights in your User Submissions. By submitting the User Submissions to Serviporno, you hereby grant Serviporno a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Serviporno Website and Serviporno's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Serviporno Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Serviporno Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The foregoing license granted by you terminates once you remove or delete a User Submission from the Serviporno Website.

In submitting material (video or other communication), you further agree that you shall not:

- a. submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Serviporno all of the license rights granted herein;
- b. publish falsehoods or misrepresentations that could damage Serviporno or any third party;
- c. submit material that is obscene, illegal, unlawful, , defamatory, libelous, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- d. post advertisements or solicitations of business;
- e. Impersonate another person. Serviporno does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Serviporno expressly disclaims any and all liability in connection with User Submissions. Serviporno does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Serviporno will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Serviporno reserves the right to remove Content and User Submissions without prior notice or delay. Serviporno will also terminate a User's access to its Website, if they are determined to be an infringer. While pornographic and adult content are accepted, Serviporno also reserves the right to decide in its sole and unfettered discretion, whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, obscene or defamatory material, or excessive length. Serviporno may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

You understand and acknowledge that when using serviporno.com, you will be exposed to User Submissions from a variety of sources, and that Serviporno is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Serviporno with respect thereto, and agree to indemnify and hold Serviporno, its Owners, affiliates, operators, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the website.

You agree that Serviporno may at its sole discretion have the right to refuse to publish, remove, or block access to any User Submission that is available via the Website or other Serviporno network or services at any time, for any reason, or for no reason at all, with or without notice.

Serviporno provides its website as a service to its users. However, Serviporno assumes no responsibility whatsoever for monitoring the Serviporno Services for inappropriate content or conduct. If at any time Serviporno chooses, in its sole discretion, to monitor the Serviporno Services, however, Serviporno assumes no responsibility for the content, no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the User submitting any such content. Serviporno may review and delete any User Submissions that, in its sole judgment, violates this Agreement or may be otherwise offensive or illegal, or violate the rights, harm, or threaten the safety of any User or person not associated with the Website (collectively "Inappropriate User Submissions"). You are solely responsible for the User Submissions that you make visible on the Website or to any third-party website via an embedded player provided by the Website or any other material or information that you transmit or share with other

Users or unrelated third-parties via the Website.

7. ACCOUNT TERMINATION POLICY

- a. a User's access to Serviporno will be terminated if, under appropriate conditions, the User is determined to infringe repeatedly.
- b. Serviporno reserves the right to decide whether Content or if a User's Submission is appropriate and complies with these Terms and Conditions in regards to violations other than copyright infringement or privacy law, such as, but not limited to, hate crimes, pornography, obscene or defamatory material, or excessive length. Serviporno may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms and Conditions at any time, without prior notice and at its sole discretion.

8. POLICY

Serviporno abides by a ZERO TOLERANCE policy relating to any illegal content. Child Pornography, bestiality, rape, torture, snuff, death and/or any other type of obscene and/or illegal material shall not be tolerated by Serviporno. Serviporno shall not condone child pornography and will cooperate with all governmental agencies that seek those who produce child pornography.

9. WARRANTIES

You represent and warrant that all of the information provided by you to Serviporno to participate in the Serviporno website is accurate and current and you have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of you hereunder.

As a condition to using the Serviporno, you must agree to the terms of Serviporno's privacy policy and its modifications. You acknowledge and agree that the technical processing and transmission of the Website, including your User Submissions, may involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices. You further acknowledge and agree that other data collected and maintained by Serviporno with regard to its users may be disclosed in accordance with the Serviporno Privacy Policy.

10. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE Serviporno WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, Serviporno, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. Serviporno MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY

- a. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- b. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE,
- c. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- d. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR
- e. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE Serviporno WEBSITE. Serviporno DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE Serviporno WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND Serviporno WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT Serviporno SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL Serviporno, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

- a. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- b. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE,
- c. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- d. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE,
- e. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR
- f. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE Serviporno WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT Serviporno SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

12. INDEMNITY

You agree to defend, indemnify and hold harmless Serviporno, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- a. your use of and access to the Serviporno Website;
- b. your violation of any term of these Terms of Service;
- c. your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- d. Any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Serviporno Website.

You affirm that you are either more than 18 years of age or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms and Conditions contained herein.

13. ASSIGNMENT

The Terms and Conditions contained herein and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Serviporno without restriction.

If any term, clause or provision of the agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

Información:

- Política de Privacidad
- Términos y Condiciones
- DMCA – Copyright
- 2257 STATEMENT
- Parental Control
- Mapa web

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EXHIBIT E

Serviporno DMCA Page

BUSCAR

PORNO XXX GRATIS PARA TODOS

ES

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Este año el espectáculo (porno) del descanso de la SUPER BOWL corre a cargo [CumLouder.com](#) – GRATIS

DMCA Notice & Takedown Policy and Procedures

Although our website is not based in the United States, we respect the intellectual property rights of copyright holders, and thus have chosen to voluntarily comply with the Notice and Takedown provisions of the Digital Millennium Copyright Act ("DMCA").

This website ("SITE") qualifies as a "Service Provider" within the meaning of [17 U.S.C. § 512\(k\)\(1\)](#) of the Digital Millennium Copyright Act ("DMCA"). Accordingly, it is entitled to certain protections from claims of copyright infringement under the DMCA, commonly referred to as the "safe harbor" provisions. We respect the intellectual property of others, and we ask our users to do the same. Thus, we observe and comply with the DMCA, and have adopted the following Notice and Takedown Policy relating to claims of copyright infringement by our customers, subscribers or users.

Notice of Claimed Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Our Designated Copyright Agent (identified below) with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the SITE (preferably including specific url's associated with the material);
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and,
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You may send your Notice of Claimed Infringement to:

Copyright Agent
6750 N. Andrews Ave., Suite 200
Fort Lauderdale, FL 33309
United States
Fax: (800) 371-0235
E-mail: dmca@servitubes.com

Please do not send other inquiries or information to our Designated Agent. Absent prior express permission, our Designated Agent is not authorized to accept or waive service of formal legal process, and any agency relationship beyond that required to accept valid DMCA Notices is expressly disclaimed.

Further information regarding notification and takedown requirements can be found in the DMCA, here:

<http://www.law.cornell.edu/uscode/text/17/512>

Abuse Notification: Abusing the DMCA Notice procedures set forth above, or misrepresenting facts in a DMCA Notice or Counter-notification, can result in legal liability for damages, court costs and attorneys fees under federal law. See: [17 U.S.C. § 512\(f\)](#). These Notice and Takedown Procedures only apply to claims of copyright infringement by copyright holders and their agents – not to any other kind of abuse, infringement or legal claim. We will investigate and take action against anyone abusing the DMCA notification or counter-notification procedure. Please ensure that you meet all of the legal qualifications before submitting a DMCA Notice to our Designated Agent.

Take Down Procedure

The SITE implements the following "notification and takedown" procedure upon receipt of any notification of claimed copyright infringement. The SITE reserves the right at any time to disable access to, or remove any material or activity accessible on or from any SITE or any Materials claimed to be infringing or based on facts or circumstances from which infringing activity is apparent. It is the firm policy of the SITE to terminate the account of repeat copyright infringers, when appropriate, and the SITE will act expeditiously to remove access to all material that infringes on another's copyright, according to the procedure set forth in 17 U.S.C. § 512 of the Digital Millennium Copyright Act ("DMCA"). The SITE's DMCA Notice Procedures are set forth in the preceding paragraph. If the notice does not comply with § 512 of the DMCA, but does comply with three requirements for identifying sites that are infringing according to § 512 of the DMCA, the SITE shall attempt to contact or take other reasonable steps to contact the complaining party to help that party comply with the notice requirements. When the Designated Agent receives a valid notice, the SITE will expeditiously remove and/or disable access to the infringing material and shall notify the affected user. Then, the affected user may submit a counter-notification to the Designated Agent containing a statement made under penalty of perjury that the user has a good faith belief that the material was removed because of misidentification of the material. After the Designated Agent receives the counter-notification, it will replace the material at issue within 10-14 days after receipt of the counter-notification unless the Designated Agent receives notice that a court action has been filed by the complaining party seeking an injunction against the infringing activity.

DMCA Counter-Notification Procedure

If the Recipient of a Notice of Claimed Infringement ("Notice") believes that the Notice is erroneous or false, and/or that allegedly infringing material has

been wrongly removed in accordance with the procedures outlined above, the Recipient is permitted to submit a counter-notification pursuant to Section 512(g)(2)&(3) of the DMCA. A counter-notification is the proper method for the Recipient to dispute the removal or disabling of material pursuant to a Notice. The information that a Recipient provides in a counter-notification must be accurate and truthful, and the Recipient will be liable for any misrepresentations which may cause any claims to be brought against the SITE relating to the actions taken in response to the counter-notification.

To submit a counter-notification, please provide Our Designated Copyright agent the following information:

- a. a specific description of the material that was removed or disabled pursuant to the Notice;
- b. a description of where the material was located within the SITE or the Content before such material was removed and/or disabled (preferably including specific url's associated with the material);
- c. a statement reflecting the Recipient's belief that the removal or disabling of the material was done so erroneously. For convenience, the following format may be used: "I swear, under penalty of perjury, that I have a good faith belief that the referenced material was removed or disabled by the service provider as a result of mistake or misidentification of the material to be removed or disabled."
- d. the Recipient's physical address, telephone number, and email address; and,
- e. a statement that the Recipient consents to the jurisdiction of the Federal District Court in and for the judicial district where the Recipient is located, or if the Recipient is outside of the United States, for any judicial district in which the service provider may be found, and that the Recipient will accept service of process from the person who provided the Notice, or that person's agent.

Written notification containing the above information must be signed and sent to:

Copyright Agent
6750 N. Andrews Ave., Suite 200
Fort Lauderdale, FL 33309
United States
Fax: (800) 371-0235
E-mail: dmca@servitubes.com

Please do not send other inquires or information to our Designated Agent. Absent prior express permission, our Designated Agent is not authorized to accept or waive service of formal legal process, and any agency relationship beyond that required to accept valid DMCA Notices is expressly disclaimed.

After receiving a DMCA-compliant counter-notification, Our Designated Copyright Agent will forward it to Us, and We will then provide the counter-notification to the claimant who first sent the original Notice identifying the allegedly infringing content.

Thereafter, within ten to fourteen (10-14) days of Our receipt of a counter-notification, We will replace or cease disabling access to the disputed material provided that We or Our Designated Copyright Agent have not received notice that the original claimant has filed an action seeking a court order to restrain the Recipient from engaging in infringing activity relating to the material on the SITE's system or network.

Service Provider Customers or Subscribers

In the event that the alleged infringer identified in an intended DMCA Notice is, itself, operating as a "Service Provider" within the meaning of 17 U.S.C. § 512(k)(1), the SITE requests that any such DMCA Notices relating to alleged infringement by third party users, customers or subscribers of such service providers be submitted directly to the DMCA Agent designated by the service provider instead of the SITE.

Modifications to Policy

The SITE reserves the right to modify, alter or add to this policy, and all affected persons should regularly check back to stay current on any such changes.

Customer Service Requests

Please note that the DMCA Agent is not associated with the SITE in any other capacity, but is an attorney with a private law firm. Customer service inquiries, payment questions, and cancellation requests will not receive a response. All such communications must be directed to the SITE's customer service department.

Información:

- Política de Privacidad
- Términos y Condiciones
- DMCA - Copyright
- 2257 STATEMENT
- Parental Control
- Mapa web

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EXHIBIT F

Serviporno 2257 Page

BUSCAR

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Este año el espectáculo (porno) del descanso de la SUPER BOWL corre a cargo [CumLouder.com](#) – GRATIS

18 U.S.C. 2257 Record Keeping Requirements Compliance Statement

All models on this web site are 18 years of age or older. Documentation pursuant to 18 U.S.C. 2257 Record Keeping Requirements Compliance Statement is maintained by the Custodian of Records. Some visual depictions of actual sexually explicit conduct appearing on this website were produced prior to July 3, 1995 and are exempt from the requirements of 18 U.S.C. 2257 and 28 C.F. R. 75. The date of reproduction or republication of non-exempt visual depictions of actual sexually explicit conduct is current as of the date of the visitor's entry into this website. Actual production dates for such images are contained in the records maintained pursuant to 18 U.S.C. 2257 and 28 C.F.R. 75.

Date of re-issuance: Daily

All models, actors, actresses and other persons that appear in any visual depiction of actual or simulated sexual conduct appearing or otherwise contained in at this website were over the age of eighteen (18) years at the time of the creation of such depictions. Some of the aforementioned depictions appearing or otherwise contained in or at this site contain only visual depictions of actual sexually explicit conduct made before July 3, 1995, and, as such, are exempt from the requirements set forth in 18 U.S.C. 2257 and C.F.R. 75.

With regard to the remaining depictions of actual sexual conduct appearing or otherwise contained in or at this site, the records required pursuant to 18 U.S.C. 2257 and C.F.R. 75 are kept in the following locations by the corresponding Custodians of Records:

Custodian of Records:

Borjan Solutions, S.L.
San Bernardo 60 2D
Gijón
Spain

Información:

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- Términos y Condiciones
- DMCA – Copyright
- 2257 STATEMENT
- Parental Control
- Mapa web

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EXHIBIT G

Parental Control Bar

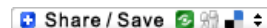
Parental Monitoring Software for the Internet



The Parental Control Bar is a free public service that helps concerned parents prevent their children from accessing adult-oriented web sites. Complete our simple three-step installation process and start controlling your family's online activity.



[Why is this a free service?](#)



Download the Parental Control Bar.

It's **FREE** and it's easy!

Help control what your family views online

Parental Control Bar is a simple, powerful tool to help shield your children from explicit websites. Simply activate Child-Mode while your children surf the internet, and the toolbar will block access to adult-oriented websites.

A free public service

Parental Control Bar is provided free of charge to the public by WRAAC.org, a non-profit organization dedicated to providing free, effective internet control tools.

System requirements:

- Windows XP*, Vista*, Windows 7*, NT4, SP6,
- *Will not work with multi-user accounts. Toolbar will only work on a single user system.
- Internet Explorer 7 & 8
- New! - Safari 10.4
- File Size: 4.7MB

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